ACADEMIC AGREEMENT

<u>Purpose</u>: This agreement between Embry-Riddle Aeronautical University (ERAU) and Vincennes University (VU) facilitates the recognition, applicability, and seamless transition of VU's <u>PIA's</u> relevant coursework, certification and licenses earned by its graduates toward Embry-Riddle Aeronautical University degree programs offered through its Worldwide Campus.

Contact Information:

For ERAU:

Michael Kosher

Director, Campus Business Development and Enrollment

Embry-Riddle Aeronautical University-Worldwide

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For VU:

James Dolan

Director of Logistics Vincennes University

Logistics Training and Education Center (LTEC)

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Plainfield, IN 46168

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Effective Date and Termination: This agreement becomes effective upon the signing of both parties and shall continue in effect until the date both parties agree in writing to modify the agreement, or ninety (90) days after written notice from one of the parties to terminate the agreement is received by the other. However, this agreement may be modified unilaterally by ERAU if necessary to bring terms of the agreement into compliance with changing policies of Embry-Riddle Aeronautical University. Should either party decide to terminate the agreement, ERAU will honor the transfer terms of this agreement for those applicants from VU that applied to ERAU prior to the notification of termination. Additionally, if either party loses its accreditation, this agreement shall be terminated immediately.

Accreditation Not Transferable: Embry-Riddle Aeronautical University is accredited by the Southern Association of Colleges and Schools' Commission on Colleges to award Associate, Bachelor, Master, and Doctoral degrees. The accreditation of Embry-Riddle Aeronautical University does not extend to, or include, any partner institutions or their students. Further, although Embry-Riddle Aeronautical University agrees to accept certain course work from VU to be applied toward an award from Embry-Riddle Aeronautical University or collaborates in other ways for generation of course credits or program credentials, that coursework may not be accepted by other colleges and universities in transfer, even if it appears on a transcript from Embry-Riddle Aeronautical University. The decision to accept course work in transfer from any institution is made by the institution considering the acceptance of credits or course work.

Transferability of Credit: ERAU shall consider and review all credit completed with a grade of "C" or higher based on the guidelines as set forth in the United States Council for Higher Education Accreditation. Participating students shall be required to complete an ERAU program of study that is comprised of, at minimum, one hundred and twenty (120) credit hours. The transfer student's records (transcripts, etc.) will be evaluated according to the rules and regulations as described in the catalog and in accordance with University policies in effect at the time of the student's admission to a degree program. After evaluation, the student will be notified that an official evaluation has been completed, which details all applicable transfer credit that has been accepted by the University.

Admission: Applicants must meet the admission requirements of VU in VU's sole judgment. Within six months of completing the VU degree program, applicants shall submit required application materials to the Worldwide Admissions Office at ERAU. Applicants must meet the admission standards of ERAU in ERAU's sole judgment. VU students must attain a minimum Cumulative Grade Point Average (2.0 on a 4.0 scale) in all work attempted at VU (and any other institutions of higher education) to be admitted to a baccalaureate program with ERAU.

<u>Program Management and Reporting</u>: To assure the admission and academic success of participating students, each institution will agree to develop and maintain a program management and reporting system, in collaboration with participating faculty, advisors, and students, to continuously improve the academic agreement.

VU will:

- Provide the opportunity for ERAU to participate in any and all College Fairs or special events held at, or sponsored by, VU.
- Provide ERAU admission and transfer information to all prospective agreement students.

ERAU will:

- Give full consideration for any applicable scholarships or financial assistance resources by ERAU to students participating in this agreement.
- Advise eligible prospective students of their benefits under the VA, maintain VA benefit records, and ensure prompt and deliberate response to student inquiries regarding VA funded education benefits. The student retains responsibility for monies owed to ERAU.

Indemnification: The parties hereby agree to indemnify, defend, and hold harmless each other, and their respective officers, trustees, directors, shareholders, agents, employees, representatives, and successors in interests against and from any and all liability, loss, cost, injury, damage and expense, including but not limited to reasonable and necessary attorney fees and court costs, of any kind whatsoever arising out of, connected with, or relating to the indemnifying party's performance under this contract, or its acts or omissions, or those of any person or entity acting on the indemnifying party's behalf or at its request. In no event shall either party be liable to the other under any theory of tort, contract, strict liability or other legal or equitable theory for lost profits, exemplary, punitive, special, incidental, indirect, consequential, collateral, or similar damages, each of which is hereby excluded by agreement of the parties regardless of whether or not such party has been advised of the possibility of such damages.

Logo, Names, and Marks: The parties agree that neither this document nor any performances or actions taken in connection therewith shall create a partnership or joint venture between them and that neither shall advertise, state, or otherwise imply anything to the contrary. Unless otherwise agreed in writing, neither party shall use, display, or otherwise engage the logos, names, trademarks, or other identification or protected intellectual property of the other.

Requests for permission to use the Embry-Riddle Aeronautical University name, logo, or other identification marks or symbols should include, where appropriate, a design concept showing the proposed use of the logo and the time period of logo usage, shall be directed to Worldwide Marketing Department at www.ktg@erau.edu or 386-323-8673.

<u>Disputes/Jurisdiction</u>: The parties agree that any disputes between them arising from, related to, or in connection with this agreement or the facts and circumstances leading thereto shall be exclusively subject to the laws, jurisdiction, and venue of the United States of America, State of Florida, and County of Volusia without regard to otherwise applicable choice of law provisions.

The parties agree to resolve any disputes between them in Volusia County, Florida by means of mediation using a mutually agreed mediator. In the event of a failure of mediation for any reason, the parties agree that the dispute shall be resolved by means of binding arbitration by a single arbitrator, and shall be conducted in accordance with the rules of the American Arbitration Association. The decision of the arbitrator may be reduced to a judgment at law. Unless otherwise provided in this agreement or elsewhere, each side shall bear its own costs and expenses. Either party may invoke the terms of this provision by providing written notice to the other. In the event the non-invoking party fails to timely respond to the invoking party's notice, the invoking party may proceed to binding arbitration, and the arbitrator may render a decision without the input of the non-invoking party.

Nothing about this provision shall bar either party from seeking appropriate injunctive relief in Volusia County, Florida courts to prevent an imminent, irreparable harm. If performance under this contract takes place in some other jurisdiction, then ERAU may also seek injunctive relief in that jurisdiction.

<u>Scanned or Imaged Signatures</u>: The parties agree that either or both may store copies of this agreement using scanned, imaged, or other digital media, and that original signatures captured thereby shall be acceptable and admissible in the same manner as the original signatures.

<u>Headings</u>: The headings in this Agreement are provided for convenience purposes only. They shall not be binding in the interpretation or construction of this Agreement

<u>Counterparts</u>: This Agreement may be executed in two or more counterparts, each one of which shall be deemed to be an original.

<u>Force Majeure</u>: No party shall be liable for any failure to perform its obligations in connection with any action described in this Agreement, if such failure results from any act of God, riot, war, civil unrest, flood, earthquake, or other cause beyond such party's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence).

<u>Entire Agreement</u>: This Agreement constitutes the entire agreement of the parties, and no verbal agreements shall be given force or effect, unless reduced to writing and signed and dated by authorized signatories of each party.

Embry-Riddle Aeronautical University

Vincennes University

Bradford L. Sims, Ph.D.

Date

Charcellor, Worldwide Campus

Embry-Riddle Aeronautical University

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Anna L. Miller, J.D.

Date

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Vincennes University

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Laurel Smith, Ph.D. Interim Provost Vincennes University

Date

Appendix A – Course Equivalency Table

Vincennes University (Logistics) Course Equivalency Table

Vincennes University			Embry-Riddle Aeronautical University-Worldwide		
COURSE	TITLE	HOURS	COURS E	TITLE	HOURS
ACCT 201	Financial Accounting	3	MGMT 210	Financial Accounting	3
ACCT 202	Managerial Accounting	3	MGMT 312	Managerial Accounting	3
BLAW 202	Commercial Law II	3	MGMT 390	Business Law	3
BLAW 203	Legal Environment of Business	3	XMGMT	Management Elective (applicable as Lower Level)	3
COMM 143	Speech	3	SPCH 219	Speech	3
COMM 148	Interpersonal Communication	3	XSPCI·I	Speech Elective (equivalent as Lower Level)	3
COMP 201	The Computer in Business	3	CSCI 109	Introduction to Computers & Applications	3
ECON 201	Microeconomics	3	ECON 210	Microeconomics	3
ECON 202	Macroeconomics	3	ECON 211	Macroeconomics	3
ENGL 101	English Composition I	3	XENGL	English Elective (applicable as Lower Level)	3
ENGL 102	English Composition II	3	ENGL 123	English Composition	3
ENGL 205	Business Communications	3	ENGL 222	Business Communications	3
HUMN 245	Cultural Diversity: Humanities	3	XHUMN	Humanities Elective (applicable as Lower Level)	3
MATH 102	College Algebra	3	MATH 140	College Algebra	3

MATH 104	Trigonometry	3	MATH 142	Trigonometry	3
MATH 110	Statistics	3	XSTAT	Statistics Elective (applicable as Lower Level)	3
MATH 111	Finite Mathematics	3	ХМАТН	College Algebra Mathematics Elective (applicable as Lower Level)	3
MATH 115	Survey of Calculus I	3	MATH 112	College Mathematics for Aviation II	3
MGMT 250	Introduction to Management	3	MGMT 201	Principles of Management	3
MGMT 256	Introduction to Human Resource Management	3	XMGMT	Management Elective (applicable as Lower Level)	3
MGMT 265	Business Statistics	3	MATH 222	Business Statistics	3
MGMT 275	Introduction to Business Finance	3	XMGMT	Management Elective (applicable as Lower Level)	3
MGMT 280	Introduction to Marketing	3	MGMT 311	Marketing	. 3
MGMT 284	Operations Management	3	XMGMT	Management Elective (applicable as Lower Level)	3
MGMT 341	Principles of Human Resource Management	3	MGMT 314	Human Resource Management	3
MGMT 433	Organizational Management	3	MGMT 317		3
PHIL 212	Introduction to Ethics	3	XHUMN	Humanities Elective (equivalent as Lower Level)	3
DUVS 105	General Physics I	4	PHYS 102	Explorations in Physics	3
PHYS 105			ХРНҮС	Physics Elective (equivalent as Lower Level)	1
PHYT 101	Technical Physics	4	PHYS 102	Explorations in Physics	3
PHYI 101			XPHYC	Physics Elective (equivalent as Lower Level)	ı
PRDM 100	Supply Chain Logistics Management	3	XMGMT	Management Elective (applicable as Lower Level)	3
PRDM 215	Quality Management	3	XMGMT	Management Elective (applicable as Lower Level)	3
PRDM 220	Warehousing and Procurement	3	XMGMT	Management Elective (applicable as Lower Level)	3
PRDM 272	Transportation	3	TRAN 274	Transportation Science	3
PRDM 293	Integrated Logistics Project	3	XOPEN	Open Elective (equivalent as Lower Level)	3

Appendix B – Degree Specific Transfer Maps

Embry-Riddle Aeronautical University-Worldwide & Vincennes University

2015-2016 catalog year

B.S., Logistics and Supply Chain Management

ERAU course	Course Title	VU course	Units
	General Education		
	Communication Theory and S	kills	JA D
ENGL 123	English Composition	ENGL 102	3
Speech / English	Complete an additional 6 units in Speech / English	COMM 143 * ENGL 205 * COMM 148 * ENGL 101 * ENGL 108	6
	Humanities Humanities		
HUMN 330	Values & Ethics		3
Humanities elective	Complete one Humanities course (at least 3 units):	HUMN 245 * PHIL 212 * LITR 100 * LITR 220 * LITR 221 * LITR 222 * LITR 223 * Any Humanities course that fulfills VU gen ed requirements *	3
	Social Sciences		
ECON 210	Microeconomics	ECON 201	3
ECON 211	Macroeconomics	ECON 202	3
	Physical and Life Science		
Physical and Life Science electives	Physics/Biology/Meteorology	PHYS 105 PHYT 101 Any Laboratory Science/Science course that fulfills VU gen ed requirements	6
	Mathematics		
MATH 111	College Mathematics for Aviation I		3

ERAU course	Course Title	VU course	Units
MATH 112	College Mathematics for Aviation II		- Joine
Or NAATH 220	or	MATH 115	3
MATH 320	Decision Mathematics		
CSCI 109	Computer Science		
0301 109	Introduction to Computers and Applications	COMP 201	3
	Core/Major		
MATH 222	Business Core		
IVIA I FI 222	Business Statistics	MGMT 265	3
MGMT 201	Principles of Management	MGMT 250	3
MGMT 221	Introduction to Management Information Systems		3
MGMT 311	Marketing	MGMT 280	3
MGMT 312	Managerial Accounting	ACCT 202	3
MGMT 314	Human Resource Management	MGMT 341	3
MGMT 332	Corporate Finance I		3
MGMT 371	Leadership		3
MGMT 390	Business Law	BLAW 202	3
MGMT 436	Strategic Management		3
RSCH 202	Introduction to Research Methods		3
	Logistics and Supply Chain Management Co	ore	
MGMT 331	Transportation Principles		3
MGMT 411	Logistics Management for Aviation/Aerospace		3
BSAB 410	Management of Air Cargo		3
MGMT 440	Advanced Professional Logistics		3
MGMT 441	Introduction to Management Science		3
MGMT 442	Introduction to Operations Management		3
MGMT 444	Principles of Supply Chain Management		3
	Electives		
	Management Electives		
		ACCT 201 *	
	12 hours can be used toward minors in the College of Business. If no minor is chosen, then any non-duplicated MGMT 200-300-400 level course may apply.	MGMT 275 * MGMT 284 * PDRM 100 * PRDM 215 * PRDM 220 *	12
	Open Electives		
	Any courses marked with an * could also apply to the Open Electives	MATH 102 MATH 104 MATH 118 MATH 119 PRDM 272 PRDM 293	18

^{*} Could also apply to Open Electives